3 counters lie face up, the one counter lying face down;

525

with five players

if all the disks lie face down or up to three disks inclusive lie face up and

1 counter lies face up, the one counter lying face up,
2 counters lie face up, the two counters lying face up,
3 counters lie face up, the three counters lying face up,
4 counters lie face up, the one counter lying face down; /317/

if four to seven disks lie face up and

1 counter lies face up, the one counter lying face up,
2 counters lie face up, the three counters lying face down,
3 counters lie face up, the two counters lying face down,
4 counters lie face up, the one counter lying face down.

Put in words, the matter may be expressed as follows.

1. In case all the disks are lying face down or up to three disks inclusive are lying face up, the team on the right loses only if the counters of all players less one (total minus one) are lying face up.

2. In case four to seven disks are lying face up, the team to the right always loses if more than one chip is lying face up.

Now it may also happen that four players cannot be assembled. In that case, three players help themselves out by putting down a blind counter for the missing fourth. If this counter alone comes out the winner, the throw naturally does not count; on the other hand, if it is the second winner, the share of the dummy falls to the co-winner.

The stakes must be fixed before the basketry plate is raised. Each player must place a certain fairly high value (for instance, 2, 5, or 10 marks), usually in the form of goods, on a pile, which the winners share equally. If there is only one winner, he gets the whole pile. The losses suffered by a Negro in the game are considerable. If he has no more money with him, he has his luckier [426] friends give him an advance in the hope of winning at a later throw and paying back the loan. In this process some of them go so deeply [518] in debt that in the end they must leave their wives with the creditor, and sometimes they come to blows, even to homicide; blood revenge

583 example, by the premature death of the fiancée. Almost all customary courts now refuse /to uphold/ repayment when a woman has died without issue, as was the old custom.

The other forms of marriage were abom, marriage by abduction, which was regularized by later payment of the "bride price" (meso ngon = arrival of the girl); putting in pawn for debt, which was made permanent /53/ by nonrepayment; éjian, substitution for a fiancée deceased before marriage or for a wife who died without issue (in such cases a younger sister of the dead woman was often provided); taff abim, corpse price, that is, the giving in payment of a young woman as blood money after a homicide; exchange of women between clans, usually on the occasion of an alliance /i.e. through marriage/, élat (1).

1. Elat = alliance, agreement; bilelat = kindred, the whole body of relatives and affinal kin.

837 Exchange or loan of women, mvia, was perhaps a form of hospitable prostitution. It apparently did not apply to the benya binga, the "true wives," in any case never to the ôsua minga, the first wife, who would have considered it a reason for divorce without repayment of bride price. In the same way, nkuan, sale, was not the equivalent of marriage and must have applied mainly to foreigners, though perhaps sometimes to Pahouin girls pawned and not redeemed.

587 428 The inheritance of widows did not automatically have the same value as marriage. It was usually permitted only between succeeding generations—from father to son, from elder to younger brother; inheriting by an older from a younger brother appears in recent law. Furthermore, the heir possessed the right of renunciation, except with respect to his mother, whom he had to support but whom he would naturally not make his wife. He could send other widows back to their families, keeping their children, who belonged to his clan. To require repayment of the bride price for a widow's "liberation" seems to be a recent deviation; in the past this custom must have applied only to barren women or to those whose children had not lived, but only when they returned to live with their families without remarrying. The moment a widow remarried outside the family of her deceased husband, the "bride price" went to the latter's heirs, and

423 any stranger could plant melen palms (Elaeis guineensis) and sa
Cof (Pachylobus edulis), but of a defense reflex to preserve control of a valuable crop and to ward off the wave of immigration it could attract.

An examination of forms of pawning fields leads to a similar conclusion: there is far from a complete right to dispose of property.
423 ●424 The harvest rather than the land is pledged. Among the Ewondo, in fact, the creditor may harvest and dispose of the produce. "Should the harvest surpass the debt, he will turn over to the debtor part of the produce. Since the owner runs the risk of having his land go to waste, the creditor may keep it in good heart and thus increase his credit. He may be induced to keep the property for several years: in fact, he keeps it long enough to be repaid out of the harvest. However, there is no assumption that he can keep it perpetually. Here we run into what is probably an important difference between the local land tenure and our own: everything takes place as if the land were inalienable (1)." The trend is similar among the Boulou, though

1. J. Binet, Budgets familiaux dans la zone cacaoyère du Cameroun /Family Budgets in the Cacao-growing Region of the Cameroons/, L'Homme d'Outre-mer, No. 3, 1956 (no. 93).

it must be admitted that the question of pawning land does not raise serious economic problems at present. (J. B.) /76/

f. Personal Property

422 This is undoubtedly the only form of property originally recognized. *Much of it seems to have been collective, at least as concerns* valuable possessions: the ésa was in charge of these possessions, the family patrimony which served mainly to pay the minsuba, "bride prices." There was, however, individual ownership of useful objects, men's weapons, women's gardening tools and household equipment, objects that were buried with the owner. It seems, also, that there
[83] was a sexual differentiation between the various categories of possessions: biôm beyôm were masculine, biôm beyal were feminine, a distinction to be traced not to ownership, but to use and perhaps to origin. I have already mentioned that in the bilaba the njem bilaba of the west contributed imported goods, while his eastern counterpart

h. Contracts and Various Quasi Contracts

675 A legal obligation is atiñ, from tiñ * to tie. For a long time no distinction was made between a contract and a quasi /or implied/ contract, but, as the range of independent activity spreads, we may recognize among metiñ the genuine contract, mfañ atiñ, from fañ * to do really, on purpose, by design.

Underlying all metiñ is the idea of compensation, avutan or abutan, which might be interpreted as follows: any effect /atteint/, positive or negative, on the total legal personality of an individual through the act of another must lead to a positive or negative compensation restoring the status quo ante. In other words, whoever enriches another person, has a claim to compensation; whoever deprives another, owes compensation.

Thus arises the distinction between nsenge and avu or avuan which have sometimes been confused by being translated as "gain" or "profit." It /79/ seems that nsenge in fact referred specifically to commercial profit made outside the clan through trade, abom, to which compensation did not apply. Avu or avuan (from vu * to grow rich, to increase in wealth, with an * to grow, to increase) meant the natural increase in property, such as a harvest in relationship to the sowing /or/ the biological increase of a herd. If the avuan was made at the expense of a monyañ, compensation was called for. Nowadays the idea of avuan approximates that of interest, legitimate or illegitimate according to the case. The weakening of the old social structures at the same time tends to allow nsenge even within the clan.

431 675 The verb kuan, to sell, is merely the reciprocal form of the verb kus, to buy; thus kuan means literally, "one person's buying from another," with a now very attenuated implication of exchange. The verbs foi and foian, formerly almost synonymous with kus and kuan, have kept the sense of "exchange"; they are applied to barter, kuan and kus, to money transactions.

At the present time selling is considered to be established with delivery of the merchandise or the payment, while exchange seems to call for a simultaneous delivery of the objects exchanged.

431 675 To lend something for temporary and brief use is sañ; it is not strictly speaking a contract, and the borrower may even not be under obligation, for example when he has been loaned a tool to carry out

426 a job for profit and under the supervision of the lender. To lend on
675 long terms with actual deprivation of possession of the object loaned is, on the other hand, a frequent atiil. The same verbs mean both "to lend" and "to borrow": yôé is used for the loan-borrowing of a specific object, kôlé for something within a class of objects or of a sum of money. The thing loaned is ndôñ or ékôla, according as the case may be, or, more frequently, mvôla, which means any kind of debt or credit (mbi mvôla = creditor; mvômvôla = debtor). The borrower is required to return in good order the ndôñ and what it produces or the ékola, increased by avutan if he has profited from the loan. The borrower is responsible not only for the care but also for
[675] the use that he makes of the borrowed object, the lender, however, retaining a sort of joint and several responsibility vis-à-vis third parties whom the borrower may injure by means of the borrowed object (indemnity can be claimed by the victim of an accident from the owner who has loaned his bicycle to the author of the accident), and even vis-à-vis is the borrower, if he comes to harm through the borrowed object.

427 From loan is derived hiring, indicated by the same word as the
676 loan of a specific object, yôé. /This is/ a recently introduced form of contract, and its legal position is still vague. Like loan, hiring may lead to the giving of a pledge, éban. The éban often involved people until European legislation prohibited the pledging of persons, though it is still practised clandestinely. Today it mainly involves objects that can be returned, either to the lender or to a third person; ownership of the security may /80/ be transferred to the lender when repayment falls due, without extinguishing the debt. The pawning of ungathered harvests or even of plantations is more and more common; with plantations, however, the pledge covers rights over the produce rather than over the land itself. When a girl is pawned, the repayment of the debt, aju, is sometimes considered a sort of nsuba; as long as the debt lasts, in any case, the children of the pawned girl belong to her clan and not to that of the guaranteed creditor.

231 The contract for the loan-grazing of livestock, meyale kabat
676 (yale = to raise, make grow) may seem rather peculiar at first glance. The owner of an animal turns it over to the ñyale, who must look after it and, at the expiration of the contract, return not only the animal but any young. The lender gets rid of the care of a flock—he is often sending it away, moreover, to escape an animal plague—

yet takes the risk of a breach of faith on the ñyale's part. The latter is supposed to return the flock intact, but as long as he tends it, he may do what he wants with it, putting it to use like a kind of credit. It is as well to point out that this kind of contract, which at present is falling into disuse, gave occasion to endless litigation.

The trade contract under its old name abom or the newer atiñ kilak or atiñ akus kaka is, on the other hand, becoming more and more widespread. A trader, nkuan biôm or mbi fatyélé, advances to a kilak (from "clerk") cash and goods on the kilak's undertaking to provide the equivalent in a certain tonnage of cacao. The contract is set forth in a written "good for...," which represents recognition of the debt. The kilak exerts himself to collect the promised tonnage, usually by buying from planters of his clan, sometimes by subcontract with "small clerks," bone bekilak. The contract has a due date, with the usual contingencies; in the case of rising prices, the kilak may run into difficulties and not be able to furnish the promised tonnage unless planters of his family give him credit or sell to him below the price. Cacao buying is also done by commission, the agent, nlôman, (envoy), receiving a cash advance with which to buy as much cacao as possible. Both methods give rise to litigation, which is all the more common because the moneylender is usually a European or an African of another tribe, a "Gabonese" in French Equatorial Africa, a Bamiléké, mone galifis (from Coast English "Grassfield") in the Cameroons.

In general a commission is always possible, whether in making a contract or in pleading in court. The person giving the commission is called mve ngul, giver of power; the agent is called mbili ngul, possessing power. They are jointly and severally responsible.

The bilaba contract, described about (41, 77), is disappearing. There survives, however, a sort of poor man's bilaba, the meyeñ, from nneñ, guest, which allows a zesé môt, a humble man, to levy a kind of tax on the rich, minkukum, of his clan by the simple procedure of going to visit them, carrying a present /81/ which must be returned by generous hospitality and by a countergift of higher value. This is a quasi contract, sanctioned by public opinion, which is a heavy burden on people thought to be rich; it underlies the family parasitism prevalent in large towns. The reputed nkukum who tries to escape would be accused of being hard hearted, niem ayet, which could easily lead to a charge of sorcery.